

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS

C.A. NO: 04 10685 WGY

MELINDA BROWN and  
TREFFLE LAFLECHE,

Plaintiffs

VS.

AMERICAN INTERNATIONAL GROUP, )  
INC. and NATIONAL UNION FIRE )  
INSURANCE COMPANY OF )  
PITTSBURGH, PENNSYLVANIA, )

Defendants

**DEFENDANTS' MOTION TO ALTER OR AMEND JUDGMENT**

Pursuant to Rule 59 (e), Fed. R. Civ. P., the defendants American International Group, Inc. and National Union Fire Insurance Co. of Pittsburgh, Pa. (hereafter collectively referred to as "National Union") move that the Court alter or amend the judgment entered on October 26, 2004 to add at the end thereof the following new sentence:

National Union's duty to advance defense costs shall conclude prior to final disposition of the Trustee's Complaint at any time prior to that date at which a court of competent jurisdiction enters a final judgment which determines that the loss or losses for which advance payments are made, or any portion of such losses, are not covered under the terms of the policy.

In support for this Motion, National Union refers to the memorandum filed herewith.

By their attorneys,

FINNEGAN, UNDERWOOD,  
RYAN & TIERNEY

s/ John G. Ryan

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**Local Rule 7.1 Certification**

I, John G. Ryan, the undersigned attorney for National Union hereby certifies that I have conferred with counsel for the plaintiffs and that each of us have attempted in good faith to resolve or narrow the issue but have been unable to agree.

s/ John G. Ryan

November 5, 2004.